

Agency of Agriculture, Food & Markets  
Water Quality Division  
116 State Street  
Montpelier, VT 05620  
[www.VermontAgriculture.com](http://www.VermontAgriculture.com)

[phone] 802-828-2431  
[email] [AGR.WaterQuality@Vermont.gov](mailto:AGR.WaterQuality@Vermont.gov)

## Vermont Agency of Agriculture, Food and Markets FY2023 Agricultural Clean Water Initiative Program Grants

The Vermont Agency of Agriculture, Food and Markets Water Quality Division is requesting proposals to support strategic investments in businesses, organizations, or individuals who work with farms to support the improvement of water quality across the state of Vermont.

### KEY DATES

Applications Open Date: December 27, 2022

Informational Webinar: **January 19, 2023, at 9:00am (Microsoft TEAMS)**

Contact Mary Montour at [Mary.Montour@Vermont.Gov](mailto:Mary.Montour@Vermont.Gov) for webinar information

Application Deadline: February 15, 2023, by 4:30pm

### CONTENTS

- A. Introduction
- B. Scope of Work
- C. Eligibility
- D. Performance Requirements
- E. Selection Criteria and Schedule
- F. Grant Agreement, Payment, and Reporting
- G. Proposal Format
- H. Attachment A. Application Template
- I. Attachment B. Logic Model
- J. Attachment C. Standard State Provisions for Grants and Contracts

### CONTACT

For application questions, contact Mary Montour at [Mary.Montour@Vermont.gov](mailto:Mary.Montour@Vermont.gov) or (802) 461-6087

Submit applications to [AGR.WaterQuality@Vermont.gov](mailto:AGR.WaterQuality@Vermont.gov) with the subject title: 'AgCWIP Proposal – RFP 2023'.

All applicants are hereby notified that proposals must be submitted electronically to [AGR.WaterQuality@Vermont.gov](mailto:AGR.WaterQuality@Vermont.gov) by the close of business (**4:30 pm**) on the proposal due date **February 15, 2023**. Applicants are cautioned that it is their responsibility to originate the sending of proposals in sufficient time to ensure receipt by the State by the proposal due date. Proposals not in possession of the State by the close of business of the proposal due date will not be considered.

The amount of State funding available through this funding opportunity is \$500,000. The State intends to award multiple grant agreements for a maximum award timeframe of 2-years.

## **A. Introduction and Purpose**

Local and regional partners play a vital role in the education, outreach, implementation, and verification of conservation practices that will achieve reductions in nutrient runoff from agricultural operations. Additionally, partners provide a critical link between state agency programs, federal agency programs and landowners. The Agency of Agriculture, Food and Markets (the Agency) is pleased to offer the Agricultural Clean Water Initiative Program (Ag-CWIP) grant funding opportunity to businesses, organizations, and individuals who work with farms to support the improvement of water quality across the state of Vermont. This funding opportunity will support discrete organizational capacity development activities that will result in increased and enhanced services to the agricultural community related to improving water quality. Activities supported by this funding will support efforts to reduce agricultural nutrient runoff throughout the State of Vermont. Funding for Ag-CWIP Grants is made possible through the [Clean Water Fund](#), which was developed as part of Act 64, the Clean Water Act.

The Agency expects the Grantee(s) to develop a proposal and drive their own work to develop organizational capacity related to improving water quality in Vermont. Details and example types of work are described below in Section B. Scope of Work.

Expected outcomes of this project include increased or enhanced organizational capacity that provides long-term support for educational events, trainings, and workshops available for the agricultural community, technical assistance to farmers and custom applicators, enhanced knowledge and implementation of agricultural Best Management Practices (BMPs), compliance with the Required Agricultural Practices (RAPs), phosphorus reductions, reduced nutrient runoff, reduced erosion, and enhanced conservation planning and practice implementation with economic and environmental benefits for farms and the state of Vermont.

The Agency is calling for proposals that address the following priority outcomes to improve water quality in Vermont:

- **Regulatory Compliance and Agricultural Non-Point Source Pollution Reduction:** Increasing education, technical assistance, and conservation practice implementation are crucial activities in helping Vermont farmers achieve compliance with the Required Agricultural Practices (RAPs) and Medium and Large Farm Operation Rules. The desired outcome of regulatory compliance is both the reduction of agricultural non-point source pollution and the improvement of soil health. In addition to providing other benefits to farmers and the general public, soil health is correlated to the improvement of water quality on farms.
- **Economic and Environmental Viability on Vermont Farms:** Farm viability and environmental stewardship are not mutually exclusive. Economically viable farms are in a better position to afford the implementation of conservation practices and make on-farm improvements, some of which can provide long-term financial benefits back to the farm. Through farm business planning, technical and financial assistance as well as research and implementation of opportunities to increase the economic viability of farms in Vermont, farmers can make investments to lessen their impact on the environment. This is increasingly important as farms adapt to the on-farm phosphorus reduction strategies needed to meet nutrient management requirements and overall water quality goals.

## **B. Eligibility**

**Applicants are encouraged to submit a single proposal per organization except in situations where discrete and separate programs exist within one organization. Eligible applicants include:**

- Farmers, farmers' partners, agricultural engineering and/or consulting firms, agricultural organizations and trade associations
- Local government entities including municipal boards, commissions, or committees
- Public or private schools or other educational institutions
- Organizations with nonprofit status, or citizen groups such as watershed or lake associations working in coordination with such an organization, that apply on their behalf and will manage the grant funds
- State and Federal government agencies may collaborate with one of the above groups, but are not eligible to be the primary applicant under this grant program
- While matching funds are highly encouraged, they are not required for program eligibility

- Applicants must be in compliance with all state regulations (i.e. water quality, taxes, child support) and in good standing with the State of Vermont at the time of submitting an application and must remain so during the entire grant period

### **C. Scope of Work**

The work to be performed with this grant opportunity is to implement organizational capacity and development activities in order to better address the state's water quality goals through water quality efforts on Vermont farms. These include the Lake Champlain Total Maximum Daily Load (TMDL), Ticklenaked Pond TMDL, Lake Memphremagog TMDL, Lake Carmi TMDL for phosphorus, and the Long Island Sound TMDL for dissolved oxygen, as well as additional TMDLs for various rivers and streams contained within these larger watersheds. Priorities toward meeting these TMDLs are identified in Tactical Basin Planning process, and in alignment with goals of Act 64, the Clean Water Act. This funding opportunity will support discrete organizational capacity development activities that will result in increased and enhanced services to the agricultural community related to improving water quality and reducing runoff from agricultural operations. The agency seeks proposals for organizational capacity development initiatives.

Providing education and outreach, technical assistance, and services to the agricultural community requires knowledge, expertise, staff, materials, and organizational structure. This grant opportunity will support the Grantee(s) to enhance organizational capacity resulting in more effective services to the agricultural community related to improving water quality. Eligible activities may include, but are not limited to:

- Operational expenses such as staffing costs or field equipment
- Purchase of software for improved database or financial management (such as GIS or bookkeeping and accounting software)
- Strategic planning
- Board development and board trainings
- Staff and volunteer trainings
- Mentorship for new employees
- Administration and management of specific programs such as the management of equipment rental programs
- Planning, development and implementation of new initiatives, programs, or services

Discrete one-time investments that will provide long-term benefit to the applicant's organization and services to Vermont farmers are encouraged.

In appropriate cases, the Agency may reserve the right to partially fund proposals by funding discrete activities, portions, or phases of a proposal. As described in Section D. Proposal Format, proposals must include a budget plan that estimates costs for each activity area and category of costs (e.g., labor, fringe benefits, travel, equipment, supplies, contractors, and other direct costs or indirect costs).

## D. Performance Requirements

The performance requirements for this agreement will be the successful administration of the proposed scope of work related to organizational capacity development prescribed in Section B. Scope of Work. The Grantee(s) may be requested to meet with the Agency Grant Manager as often as a quarterly basis to discuss progress. Award recipients will be required to submit semi-annual narrative reports and associated invoices as well as a final narrative report outlining accomplishments and outcomes achieved. Progress must be measured with Results Based Accountability (RBA) measurements, and the final report shall summarize outputs and outcomes of all the grant activity. RBA measures of outputs and outcomes shall be proposed by the applicant in their proposal. Measures proposed should represent the outcomes of the proposed scope of work that demonstrate the impact of the project. Below are example outcomes and outputs associated with Organizational Capacity Development activities:

Activity Area	<u>EXAMPLE</u> Outputs & Outcomes
Organizational Capacity	<ul style="list-style-type: none"><li>• # FTE supported by Ag-CWIP</li><li>• # Of hours of trainings/workshops attended by staff (2-hour training attended by 3 staff = 2 hours of training)</li><li>• # Strategic Plans, % strategies implemented</li><li>• # Equipment/Software Purchased</li><li>• # Board Meetings/Stakeholder Meetings</li><li>• #/% Reduced time spent on [specified] administrative task</li><li>• % Of clients satisfied with service</li><li>• # New services provided</li><li>• % Of staff felt equipped to do their job</li><li>• % Of staff with skills/knowledge improved</li><li>• #/% Of farmers that would recommend this service</li></ul>

In addition to meetings with the Agency throughout the duration of the project, invoices, and RBA measurements, applicants are also responsible for describing the methodology for collecting and analyzing data and feedback from program participants to understand if desired outcomes are being achieved as part of their semiannual and final reports.

## E. Selection Criteria and Schedule

### Selection Criteria

Proposals will be reviewed and evaluated by three or more Agency staff members and/or technical advisors. Selection will be based on the following criteria:

1. **Completeness** – All proposals shall be evaluated for completeness. Incomplete proposals will not be evaluated.
2. **Applicant Status**  
Proposals submitted by non-profit organizations will be prioritized for funding.
3. **Geographic Area**  
Project geographic area will be considered based on geographic priorities as described and justified in the Grantee's project proposal, and how the proposed work will be available to that geographic area.
4. **Cost – 40%**  
Cost evaluation will consider the average annual cost of each activity area in your proposal relative to other proposals, as well as the clarity of your budget and budget justification, and relation to anticipated outcomes.
5. **Impact – 40%**  
The impact of the proposed program will be evaluated based on the proposed activities alignment with the Agency priorities described above. Also evaluated will be the relative temporal scale of impact in relation to the proposed activities, the ability of the proposal to build off existing work, catalyze new partnerships and

networks, as well as provide specific, realistic, measurable, and achievable goals. Priority will be given to discrete projects that can demonstrate sustainable long-term impact.

**6. Past Performance and Capacity – 20%**

Past performance and capacity will be based on both the capacity and qualifications of the organization to engage in the proposed activity areas, as well as the past performance of the organization in receiving grants or contracts from the Agency of Agriculture within the past five years. For instance, were previous grant reports received from the applicant organization complete, timely, and satisfactory, or are there previous instances of agreement performance issues.

**Schedule of Funding Opportunity**

- Notification of grant award will be on or before March 15, 2023.
- The Grant period may be up to 2 years, we anticipate establishing grant awards based on the grant proposal shortly after award notice on March 15, 2023.
- Project work cannot begin until a grant agreement period has officially started. The Agency will not pay for expenses incurred prior to the grant start date.
- All materials and information, regardless of physical form, produced as a result of this project, shall be made available to the Agency in a suitable file format. The Agency shall have unrestricted use of any materials, software, maps, studies, reports and other products or data generated using grant funds or specified as deliverables in the grant application.

## **F. Grant Agreement, Payment, and Reporting**

### **Grant Agreement and Payment**

Funding for the Ag-CWIP grants is contingent upon available funding. Prior to receiving funding, successful applicant must sign a grant agreement with the State indicating their intent to complete the proposed project and authorizing the Agency to monitor the project's progress. The grant agreement will include provisions (terms and conditions) set by the State as well as any program-specific requirements. Please review Attachment C: Standard State Provisions for Contracts and Grants for details about state provisions that all awardees will be required to adhere to.

The State intends to execute deliverable-based grant agreements. The maximum dollar amount payable under this grant is not intended as any form of a guaranteed amount. Grantee(s) will be paid semi-annually upon approval of semiannual reports indicating reasonable process towards achieving performance outcomes associated with the grant award Scope of Work.

Prior to commencement of work and release of any payments, Grantee(s) will be required to submit:

- a) a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance) of the grant agreement; and
- b) a current IRS Form W-9 signed within the last six months (only if not active in the State VISION system).

A final performance report is due no later than 30 days after the grant end date. Final invoices must be submitted to the Agency within 45 days of the grant expiration date. Invoices submitted before the completion of an interim or final report will not be paid until the report has been received, reviewed, and accepted by the grant manager. The Agency cannot reimburse Grantee(s) for work performed before the start date or after the expiration date of the grant.

### **Reporting Requirements**

Grantee(s) may be required to meet with an Agency Grant Manager quarterly to review accomplishments and progress towards meeting outcomes and outputs. Deliverables and associated costs will be documented through semi-annual invoicing. A final narrative report documenting the outcomes and outputs achieved and total project expenditure shall be submitted no later than 30 days after the grant end date. The Agency will work with Grantee(s) to develop reporting requirements, payment provisions, and a schedule that reflects the Grantee's proposed scope of work. Quarterly meetings and semiannual and final reports may include:

- a. Summary status of grant activities
- b. Outputs and outcomes achieved
- c. Updated Partner Database tracking as applicable
- d. Descriptions of success and challenges
- e. Discussion of any modifications deemed necessary and justification for change
- f. Opportunities that arose as a result of the project
- g. Photos/documentation of a project highlight
- h. Detailed expenditures

The State reserves the right to utilize and/or summarize information and photos provided through these reports to use on publications and program highlights.

## **G. Proposal Format**

Proposals for this funding opportunity shall include the following components. The applicant may choose to use the Application Template provided in Attachment A and the Logic Model in Attachment B to address the following elements, but it is not required.

**1. Experience and Qualifications of the Project Team:** Identify qualifications of the person(s) who will be available for work under this grant (“project team”) and who will be the single point of contact. Include an organizational chart of staff who will be supporting the proposed activities and what portions of the proposed activities they will implement.

- Name and Title
- Project Team Role, % of time within this initiative
- Experience: Please describe your experience or include examples of successful work similar or related to that of this request for proposals.

If your proposed scope of work includes hiring a consultant or subcontractor, please describe how you will select your consultant or subcontractor, including what criteria and qualifications you will require and your selection process. Include a description of your approach to contract management.

**2. Geographic Area:** Please describe the geographic focus of the proposed activities. Include a description and justification for geographic needs and priorities and how the proposed work will be available to that geographic area (i.e., Strategy identified in local Tactical Basin Plan, TMDL, organizational strategic plan, etc.).

**3. Scope of Work:** Please provide a detailed workplan describing what tasks your organization will undertake, how you will approach and complete the tasks, timeline, and your proposed outcomes and outputs associated with those tasks. The workplan should include how your proposed work will meet the program goals and priorities.

The workplan should also include how your organization will evaluate your activities, including your approach for requesting feedback, tracking, and reporting outputs and outcome measurements described above as part of quarterly progress check-ins, reporting and invoicing. Applicants are encouraged, but not required, to use the Logic Model in Attachment B to demonstrate the proposed work activities and anticipated outcomes.

At any time during the grant period, a Grantee may be required (by Grantee or State request) to evaluate workplans and progress and submit a revised workplan if applicable.

**4. Budget:** Please provide a budget narrative and budget table describing the estimated budget for the workplan detailed above, including the estimated hours and material costs by year, and detail the methodology for calculating your budget. The estimated budget must include cost breakdown by budget categories (i.e personnel, supplies) linking costs to specific tasks/deliverables wherever possible. Please refer to the example budget worksheet below. This budget shall include any and all potential costs to be incurred.

Labor Rates – Please provide billing rates for activities provided

Indirect Rate – Indirect rates may not exceed 20%

Travel – Please include estimated costs for travel and per diem that may be incurred under this grant if they are not already incorporated into hourly service rates. \*

Proposed Match – Match is not a requirement of the application, but the Agency encourages applicants to include planned or anticipated match in proposals.

**EXAMPLE:** Budget Worksheet (*Budget numbers in this table are used only for the purpose of the example.*)

Budget Category	Task 1	Task 2	Task 3	Total Grant Request	Proposed Match (if any)	Project Total (Grant Request + Proposed Match)
<b>Personnel</b>	\$1,000	\$0	\$1,000	\$2,000	\$1,000	\$3,000
<b>Fringe (% of Personnel)</b>	\$300	\$0	\$600	\$900	\$0	\$900
<b>Travel</b>	\$300	\$0	\$250	\$550	\$250	\$800
<b>Supplies</b>	\$0	\$1,250	\$0	\$1,250	\$250	\$1,500
<b>Subcontracts</b>	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000
<b>Total Direct</b>	\$1,600	\$11,250	\$1,850	\$14,700	\$1,500.00	\$16,200
<b>Indirect (&lt;21% of direct)</b>	\$320	\$2,250	\$370	\$2,940	\$0	\$2,940
<b>TOTAL BUDGET</b>	<b>\$3,520</b>	<b>\$24,750</b>	<b>\$4,070</b>	<b>\$32,340</b>	<b>\$3,000</b>	<b>\$35,340</b>
<i>Year 1 Total Activity Budget</i>	\$3,520	\$6,187.50	\$1,017.50	\$10,725.00	\$750	\$11,475.00
<i>Year 2 Total Activity Budget</i>	\$0	\$6,187.50	\$1,017.50	\$7,205.00	\$750	\$7,955.00

*\*Please note that once awarded, the State will approve a maximum budget for travel expenses (mileage, airfare, lodging, meals, etc.) as an allowance, not on a per mile basis. The amount the Applicant includes in the allowance must be determined to be reasonable. Reasonableness should be based on 1) the agreed Scope of Work specifications for number of on-site days, weekly/monthly trips, over-night stays, mileage, etc.; and 2) standard travel costs, with consideration for Federal funding requirements.*

**ATTACHMENT A. APPLICATION TEMPLATE**

**FY2023 Agricultural Clean Water Initiative Program Grants**

*(Applicants are requested to use Times New Roman, 11 font if using this template)*

**Applicant Information**

**Organization Name:**  
**Organization Address:**

**Point of Contact**

**Name:**  
**Title:**  
**Phone:**  
**Email:**

**Application Summary:**

**Funding Requested:**

**Additional Matching Funds Provided (Optional):**

**PROPOSAL**

**1. Describe the experience and qualifications of the Project Team, including an organizational chart of staff who will support the activities proposed and what portions of the proposed activities they will implement:**

**2. Geographic Area**

**3. Scope of Work & Proposed Workplan:**

*Complete the table below summarizing the anticipated measures and outcomes of proposed activities. Please propose measures that represent the outcomes of your proposed scope of work that demonstrate the impact of your project. Consider measures related to How Much? How Well? Is anyone better off?*

Task/Activity Area	Measure	Goal	Timeline

Please provide a detailed workplan describing what tasks your organization will undertake, how you will approach and complete the tasks, timeline, and your proposed outcomes and outputs associated with those tasks. The workplan should include how your proposed work will meet the program goals and priorities.

The workplan should also include how your organization will evaluate your activities, including your approach for requesting feedback, tracking, and reporting outputs and outcome measurements described above as part of quarterly progress check-ins, reporting and invoicing.

*At any time during the grant period, a Grantee may be required (by Grantee or State request) to evaluate workplans and progress and submit a revised workplan if applicable.*

**OPTIONAL** - *If helpful for your organization, please include a logical framework or logic model plan (Template available in Attachment B) that explains how your activity engagement will lead to which priority outcome/s. This entails a 1-page model (horizontally oriented page) showing the relation between each activity area and the short, and medium-term goals that will eventually lead to the Agency's priority outcome. For information on how to write a logic model plan visit <https://www.cals.uidaho.edu/edcomm/pdf/CIS/CIS1097.pdf> . For additional resources and examples of logic models, visit <https://fyi.uwex.edu/programdevelopment/logic-models/>.*

**Example Workplan**

- a) What is your program objective(s)?**
  
- b) How does your program build on what has been done before or existing programs within your organization?**
  
- c) Which partners and/or key collaborators will be integral to the success of this program?**

d) How will you achieve implementation and meet the output and outcome goals summarized above?

e) What are your proposed activities, timeline of activities, and anticipated milestones and completion dates?

### 3. Budget

Please provide a budget narrative and budget table describing the estimated budget for the workplan detailed above, including the estimated hours and material costs per activity area and total activity budget by year. Detail the methodology for calculating your budget. The estimated budget must include cost breakdown by major activity area and budget categories (i.e., personnel, supplies) linking costs to specific tasks/deliverables wherever possible. Please refer to the example budget worksheet below. This budget shall include any and all potential costs to be incurred.

- Please complete the budget spreadsheet for all years of your proposed workplan. For example, if you are applying for a two-year grant agreement, please complete for two years.
- If you have an existing Ag-CWIP agreement and would like to apply for the additional funding for the remaining time period under that agreement, please complete your budget for the time remaining in that agreement.

#### Template Summary Budget Table

Budget Category	Task 1	Task 2	Task 3	Total Grant Request	Proposed Match (if any)	Project Total (Grant Request + Proposed Match)
<b>Personnel</b>	\$1,000	\$0	\$1,000	\$2,000	\$1,000	\$3,000
<b>Fringe (% of Personnel)</b>	\$300	\$0	\$600	\$900	\$0	\$900
<b>Travel</b>	\$300	\$0	\$250	\$550	\$250	\$800
<b>Supplies</b>	\$0	\$1,250	\$0	\$1,250	\$250	\$1,500
<b>Subcontracts</b>	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000
<b>Total Direct</b>	\$1,600	\$11,250	\$1,850	\$14,700	\$1,500.00	\$16,200
<b>Indirect (&lt;21% of direct)</b>	\$320	\$2,250	\$370	\$2,940	\$0	\$2,940
<b>TOTAL BUDGET</b>	<b>\$3,520</b>	<b>\$24,750</b>	<b>\$4,070</b>	<b>\$32,340</b>	<b>\$3,000</b>	<b>\$35,340</b>
<b>Year 1 Total Budget</b>	\$3,520	\$6,187.50	\$1,017.50	\$10,725.00	\$750	\$11,475.00
<b>Year 2 Total Budget</b>	\$0	\$6,187.50	\$1,017.50	\$7,205.00	\$750	\$7,955.00

**Budget Narrative:** Explain in detail the justification for the funds you have requested. Please include how much funding is being requested per budget category. If multiple tasks or programs will, please separate by task and describe the percentages and breakouts of staff, time, and costs per task or program.

**All respondents to this RFP should be aware that they will need to agree to Attachment C. Standard State Provisions for Contracts and Grants (including insurance requirements) if selected for granting.**

**ATTACHMENT B. LOGIC MODEL**

<b>Program Title:</b> <b>Goal:</b>					
<b>Grantee Inputs</b>	<b>Grantee Activities</b>	<b>Grantee Outputs</b>	<b>Grantee Short-Term Outcomes</b>	<b>Grantee Medium-Term Outcomes</b>	<b>VAAFMT Priority Outcomes</b>
<i>Project investments; staff, funding, materials, strategy, materials</i>	<i>What the organization does; activities undertaken</i>	<i>Tangible accomplishments as a result of the activities; participants reached</i>	<i>Effects on Learning (attitudes, awareness, knowledge, skills)</i>	<i>Effects on actions (behavior, practice, decision-making)</i>	<i>Impacts in conditions; social, economic, environmental, health</i>
<i>This is where you will detail all of the inputs that your organization already has in place, in addition to the funds and/or equipment etc. That you are requesting in your proposal.</i>	<i>Example: You will need to identify the proposed number and type of activities that your grant work will produce:  e.g. # of staff hired</i>	<i>Example: Please do not assume successes but rather detail the performance measures that will be used to evaluate your activities.  Quantity: % of target population trained; # of target population receiving technical assistance  Quality: % of customers satisfied with training; % of customers "very satisfied" with assistance received</i>	<i>Example: Please do not assume successes but rather detail the performance measures that will be used to evaluate your activities.  % change in knowledge</i>	<i>Example: Please do not assume successes but rather detail the performance measures that will be used to evaluate your activities.  % change in behavior</i>	<i>Example: Define which one or both of VAAFMT's priority outcomes your program addresses.  Economic and Environmental Viability on Farms</i>
<b>External Factors:</b> <i>Factors outside of your control (positive or negative) that may influence the outcome and impact of your program/project.</i>					

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.
- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on

file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans

with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)